

U.S. Department of the Interior
Bureau of Land Management
White River Field Office
220 E Market St
Meeker, CO 81641

CATEGORICAL EXCLUSION

NUMBER: DOI-BLM-CO-110-2011-0079-CX

CASEFILE/PROJECT NUMBER: COC51551

PROJECT NAME: Blue Mountain Energy Coal Lease Readjustment COC-51551

LEGAL DESCRIPTION: T3N, R101W, 6th PM
Sections 25, 26, 34, 35 and 36

APPLICANT: Blue Mountain Energy (BME)

DESCRIPTION OF PROPOSED ACTION:

Background/Introduction: BME's Deserado mine is an existing active underground coal mine that utilizes longwall mining techniques. It was permitted in 1981 and is the sole source of coal for the Bonanza Power Plant in Bonanza, Utah. No other market or load out facility is available for outside coal sales. Coal is shipped 37 miles via electric train from the mine to the power plant. BME currently holds seven federal coal leases that comprise the Deserado Mine Logical Mining Unit COC57190. All coal leases issued after August 4, 1976 are subject to readjustment at the end of the first 20-year period.

Proposed Action: BME's coal lease COC51551 (see Attachments 1 and 2) was issued effective October 01, 1991 and the 20-year readjustment is due October 01, 2011. Terms, conditions, and stipulations of the existing lease need to be reviewed to determine applicability to current lease management (see Attachment 3) and recommend any lease adjustments necessary to meet current management.

PLAN CONFORMANCE REVIEW: The Proposed Action is subject to and has been reviewed for conformance with (43 CFR 1610.5-3, BLM 1601.08) the following plan:

Name of Plan: White River Record of Decision and Approved Resource Management Plan (ROD/RMP).

Date Approved: July 1, 1997

Decision Number/Page: 2-7

Decision Language: "Ensure that federal coal resources identified as acceptable for further consideration for coal leasing, are available for exploration, leasing and development."

CATEGORICAL EXCLUSION REVIEW: The Proposed Action qualifies as a categorical exclusion under 516 DM 11.9, Number F-2. “Approval of mineral lease readjustments, renewals, and transfers including assignments and subleases.”

The Proposed Action has been reviewed with the list of extraordinary circumstances (43 CFR 46.215) described in the table below.

Exception	YES	NO
1. Have significant adverse effects on public health and safety.		X
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands, floodplains; national monuments; migratory birds; and other ecologically significant or critical areas.		X
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources.		X
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		X
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		X
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		X
7. Have significant impacts on properties listed, or eligible for listing, in the National Register of Historic Places as determined by either the bureau of office.		X
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species.		X
9. Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.		X
10. Have a disproportionately high and adverse effect on low income or minority populations		X
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly affect the physical integrity of such sacred sites.		X
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species.		X

INTERDISCIPLINARY REVIEW:

The Proposed Action was presented to, and reviewed by the White River Field Office interdisciplinary team on 3/22/2011. A list of resource specialists who participated in this review is available upon request from the White River Field Office.

REMARKS:

Cultural Resources: The area of the lease review has been inventoried at the Class III (100% pedestrian) level (Chandler and Nickens 1979a Compliance Dated 7/13/1979, 1979b Compliance Dated Fall 1979, Gruebel 1991 Compliance Dated 9/17/1991) before the lease was issued. Sites were identified during the inventory and avoidance of sites was stipulated in the mine plan approval. A special stipulation under Section 15 of the lease, (a)(2) required a subsidence monitoring plan and agreement be developed between the Office of Surface Mining and Reclamation and Enforcement (OSMRE), the Colorado Mined Land Reclamation Division (MLRD), the Colorado State Historic Preservation Office (SHPO), the White River Resource Area (WRRRA), and the Advisory Council for Historic Preservation (ACHP). Extensive searches at the White River Field Office (successor to WRRRA) and the SHPO have failed to locate any agreement or mitigation plan. The mine's long wall panel has since passed through the lease area and no further work is proposed in the area. The stipulation may be deleted from the lease stipulations). (MRS 6/14/2011)

Native American Religious Concerns: No Native American Religious Concerns are known in the area, and none have been noted by Northern Ute tribal authorities. Should recommended inventories or future consultations with Tribal authorities reveal the existence of such sensitive properties, appropriate mitigation, and/or protection measures may be undertaken. (MRS 6/14/2011)

Threatened and Endangered Wildlife Species: The entire project area is categorized by the Colorado Parks and Wildlife as mule deer severe winter range, a specialized component of winter range that supports virtually all an area's deer during the most severe winters (i.e., heavy snowfall, extreme cold). These ranges receive the heaviest use during the late-winter and early-spring.

There are several known raptor nests that occur within and immediately surrounding the project area. Raptor surveys would be required, if deemed necessary, prior to any activity (i.e., surface disturbance, on site construction etc.) Nests located within the project area would be subject to BLM timing stipulations if they are determined to be active. (LRB 7/12/2011)

Threatened and Endangered Plant Species: There are no special status plant species concerns in the area. (ZMM 7/8/2011)

REFERENCES CITED:

Chandler, Susan M., and Paul R. Nickens

1979a Cultural Resource Investigations: Moon Lake Project Prospecting License Area, Moon Lake Project Report 79-2. Centuries Research, Inc., Montrose, Colorado. (79-07-16: SHPO #RB.LM.R719)

- 1979b Archaeological Investigations of Two Power Plant Sites and Water Pipeline Corridors for the Moon Lake Project, Rio Blanco County, Colorado and Uintah County, Utah, Moon Lake Project Report 79-5. Prepared for Centuries Research Inc., by Nickens and Associates, Montrose, Colorado. (79-07-29: SHPO #RB.LM.R720)

Gruebel, Rand A.

- 1991 Cultural Resource Inventory of 360 Acres at the Deserado Mine, Rio Blanco County, Colorado. Alpine Archaeological Consultants, Inc., Montrose Colorado. (91-83-03: SHPO # RB.LM.R140)

MITIGATION: Remove Cultural Resources Special Stipulation under Section 15 of the lease, (a)(2).

No activity will be allowed from January 1 through April 30 within the project area to avoid unnecessary disturbance to mule deer during the critical winter period.

Based on site-specific survey results, timing stipulations may be applied if construction activities are scheduled to take place during the raptor breeding season (February 15 – August 15).

COMPLIANCE PLAN: Blue Mountain Energy Deserado Mine Permit

NAME OF PREPARER: Paul Daggett

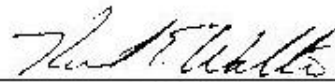
NAME OF ENVIRONMENTAL COORDINATOR: Heather Sauls

DECISION AND RATIONALE: I have reviewed this CX and have decided to recommend the following adjustments to Coal Lease COC51551:

- Remove Cultural Resources Special Stipulation under Section 15 of the lease, (a)(2)
- Add to Special Stipulation a timing limitation from January 1 through April 30 within the project area to avoid unnecessary disturbance to mule deer during the critical winter period.
- Add “Based on site-specific survey results, timing stipulations may be applied if construction activities are scheduled to take place during the raptor breeding season (February 15 – August 15).” language to Special Stipulations B (2) Raptors
- Change date in Special Stipulations B (2)(B) Raptors; from February 1 – August 15 to February 15 – August 15

This action is listed in the Department Manual as an action that may be categorically excluded. I have evaluated the action relative to the 12 criteria listed above and have determined that it does not represent an exception and is, therefore, categorically excluded from further environmental analysis.

SIGNATURE OF AUTHORIZED OFFICIAL:



Field Manager

DATE SIGNED:

08/03/2011

ATTACHMENTS:

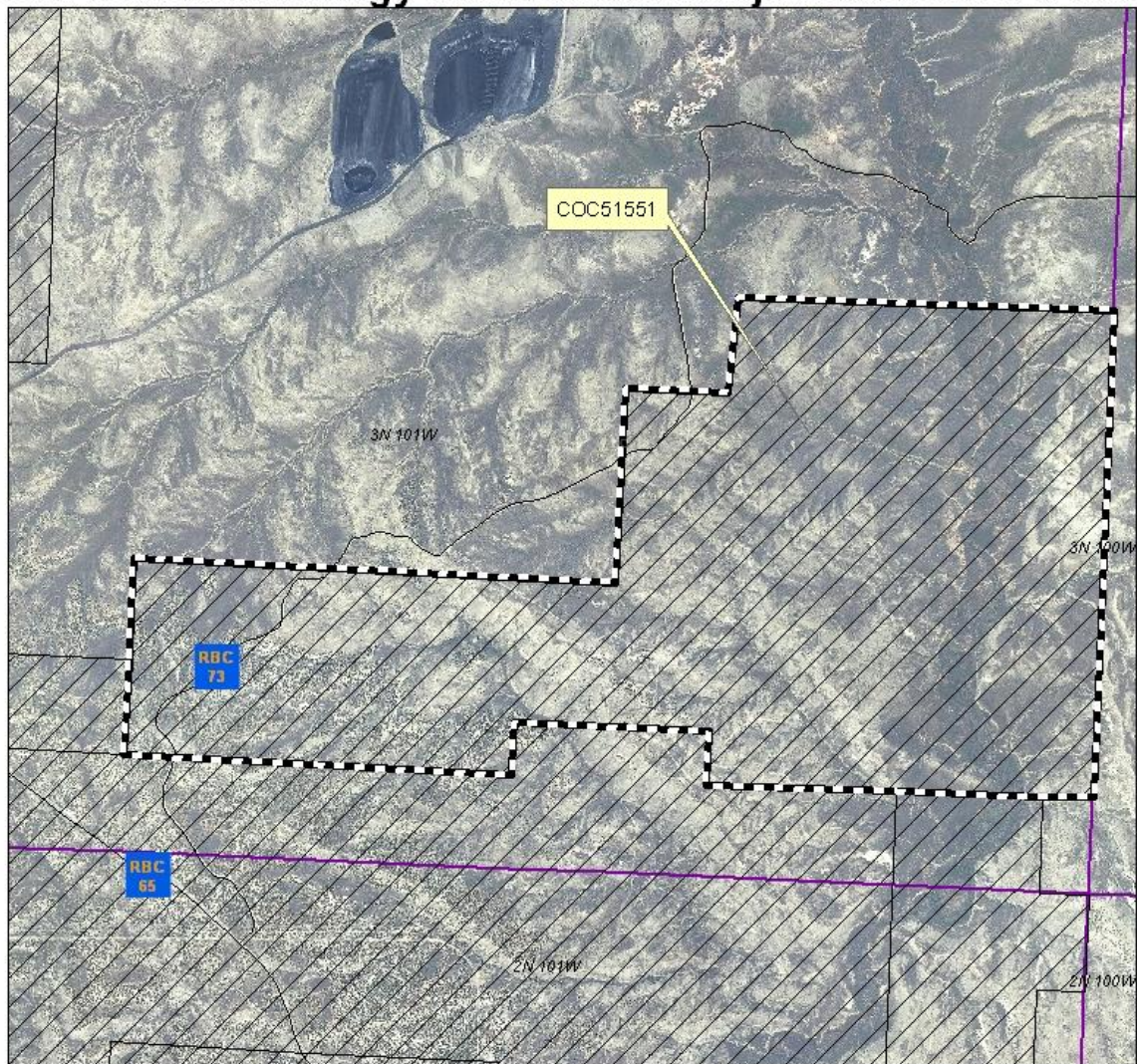
Attachment 1: Location Map – Aerial Photo

Attachment 2: Location Map – Topographic Map

Attachment 3: Coal Lease COC51551

Attachment 1: Location Map – Aerial Photo

Blue Mountain Energy Coal Lease Readjustment COC-51551



T3N R101W, 6th PM
Sections 17, 18, 19

T3N R101W, 6th PM
Sections 24, 25

 Coal Leases



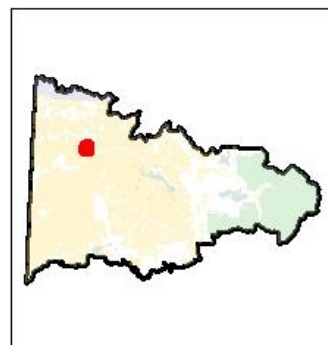
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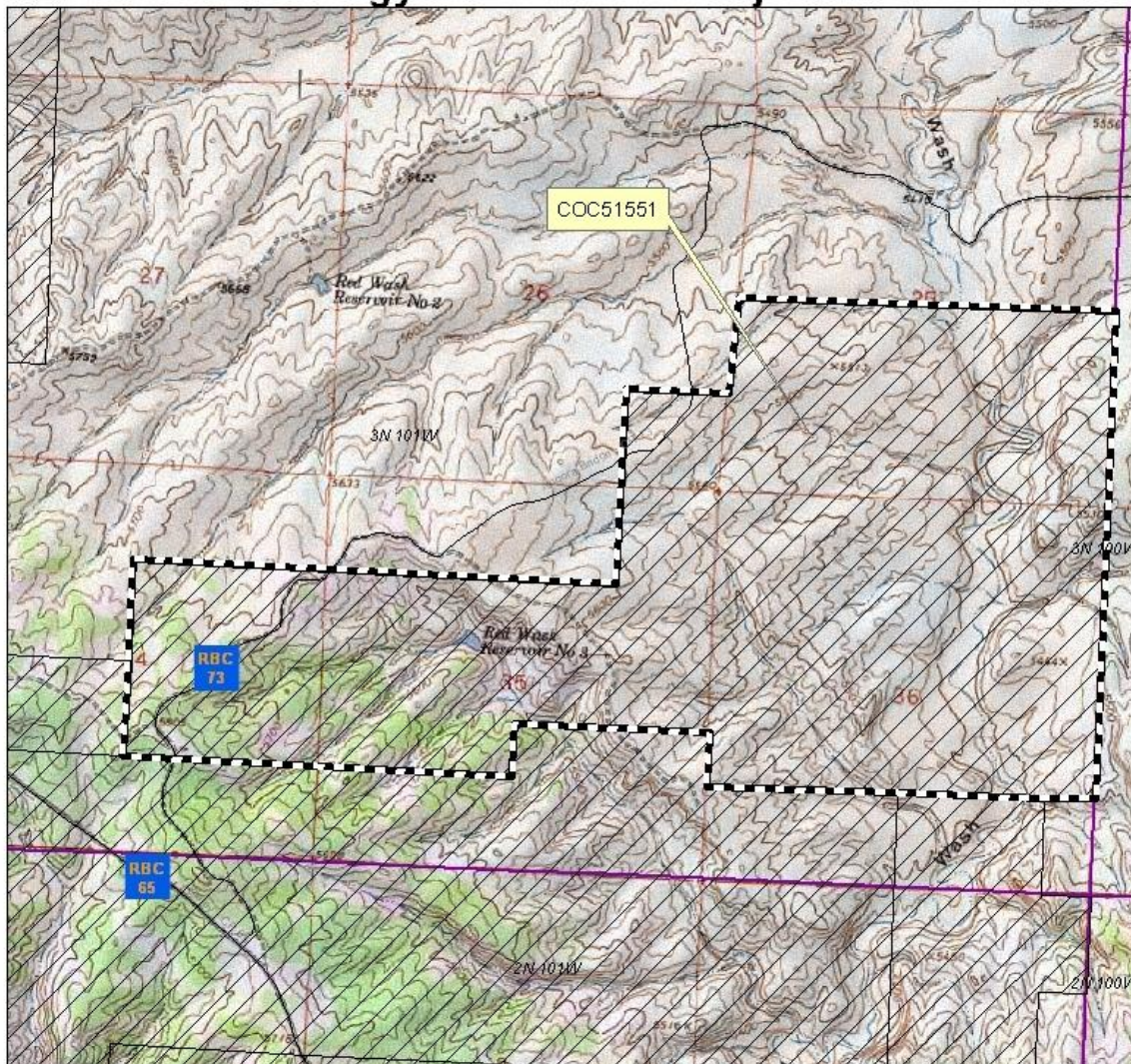
Sources:
BLM, USGS, CROW, etc.

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Attachment 2: Location Map – Topographic Map

Blue Mountain Energy Coal Lease Readjustment COC-51551



T3N R101W, 6th PM
Sections 17, 18, 19

T3N R101W, 6th PM
Sections 24, 25

 Coal Leases



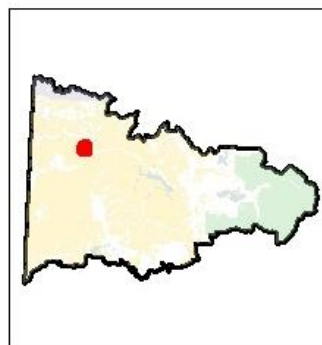
3/21/2011

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Miles



SOURCE:
BLM, USGS, CROW, etc.

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Attachment 3: Coal Lease COC 51551

Form 3400-12
(April 1984)
(Formerly 3520-1)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Serial Number

COC 51551

COAL LEASE

PART I. LEASE RIGHTS GRANTED

This lease, entered into by and between the UNITED STATES OF AMERICA, hereinafter called lessor, through the Bureau of Land Management, and (Name and Address)

hereinafter called lessee, is effective (date) for a period of 20 years and for so long thereafter as coal is produced in commercial quantities from the leased lands, subject to readjustment of lease terms at the end of the 20th lease year and each 10-year period thereafter.

Sec. 1. This lease is issued pursuant and subject to the terms and provisions of the:

- ☒ Mineral Lands Leasing Act of 1920, Act of February 25, 1920, as amended, 41 Stat. 437, 30 U.S.C. 181-287, hereinafter referred to as the Act;
☐ Mineral Leasing Act for Acquired Lands, Act of August 7, 1947, 61 Stat. 913, 30 U.S.C. 351-359;

and to the regulations and formal orders of the Secretary of the Interior which are now or hereafter in force, when not inconsistent with the express and specific provisions herein.

Sec. 2. Lessor, in consideration of any bonuses, rents, and royalties to be paid, and the conditions and covenants to be observed as herein set forth, hereby grants and leases to lessee the exclusive right and privilege to drill for, mine, extract, remove, or otherwise process and dispose of the coal deposits limited to the coal recoverable by underground mining methods in the following lands:

Sixth Principal Meridian

T. 3 N., R. 101 W.,
sec. 25, S $\frac{1}{2}$;
sec. 26, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 34, S $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 35, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, and N $\frac{1}{2}$ S $\frac{1}{2}$;
sec. 36, N $\frac{1}{2}$ and N $\frac{1}{2}$ S $\frac{1}{2}$.

containing - 1360 acres, more or less, together with the right to construct such works, buildings, plants, structures, equipment and appliances and the right to use such on-lease rights-of-way which may be necessary and convenient in the exercise of the rights and privileges granted, subject to the conditions herein provided.

PART II. TERMS AND CONDITIONS

Sec. 1. (a) RENTAL RATE - Lessee shall pay lessor rental annually and in advance for each acre or fraction thereof during the continuance of the lease at the rate of \$ 3.00 -- for each lease year.

(b) RENTAL CREDITS - Rental shall not be credited against either production or advance royalties for any year.

Sec. 2. (a) PRODUCTION ROYALTIES - The royalty shall be 8 percent of the value of the coal as set forth in the regulations. Royalties are due to lessor the final day of the month succeeding the calendar month in which the royalty obligation accrues.

(b) ADVANCE ROYALTIES - Upon request by the lessee, the authorized officer may accept, for a total of not more than 10 years, the payment of advance royalties in lieu of continued operation, consistent with the regulations. The advance royalty shall be based on a percent of the value of a minimum number of tons determined in the manner established by the advance royalty regulations in effect at the time the lessee requests approval to pay advance royalties in lieu of continued operation.

Sec. 3. BONDS - Lessee shall maintain in the proper office a lease bond in the amount of \$. The authorized officer may require an increase in this amount when additional coverage is determined appropriate.

Sec. 4. DILIGENCE - This lease is subject to the conditions of diligent development and continued operation, except that these conditions are excused when operations under the lease are interrupted by strikes, the elements, or casualties not attributable to the lessee. The lessor, in the public interest, may suspend the condition of continued operation upon payment of advance royalties in accordance with the regulations in existence at the time of the suspension. Lessee's failure to produce coal in commercial quantities at the end of 10 years shall terminate the lease. Lessee shall submit an operation and reclamation plan pursuant to Section 7 of the Act not later than 3 years after lease issuance.

The lessor reserves the power to assent to or order the suspension of the terms and conditions of this lease in accordance with, inter alia, Section 39 of the Mineral Leasing Act, 30 U.S.C. 209.

Sec. 5. LOGICAL MINING UNIT (LMU) - Either upon approval by the lessor of the lessee's application or at the direction of the lessor, this lease shall become an LMU or part of an LMU, subject to the provisions set forth in the regulations.

The stipulations established in an LMU approval in effect at the time of LMU approval will supersede the relevant inconsistent terms of this lease so long as the lease remains committed to the LMU. If the LMU of which this lease is a part is dissolved, the lease shall then be subject to the lease terms which would have been applied if the lease had not been included in an LMU.

Sec. 6. DOCUMENTS EVIDENCE AND INSPECTION - At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost.

Lessee shall keep open at all reasonable times for the inspection of any duly authorized officer of lessor, the leased premises and all surface and underground improvements, works, machinery, ore stockpiles, equipment, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or under the leased lands.

Lessee shall allow lessor access to and copying of documents reasonably necessary to verify lessee compliance with terms and conditions of the lease.

While this lease remains in effect, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 7. DAMAGES TO PROPERTY AND CONDUCT OF OPERATIONS - Lessee shall comply at its own expense with all reasonable orders of the Secretary, respecting diligent operations, prevention of waste, and protection of other resources.

Lessee shall not conduct exploration operations, other than casual use, without an approved exploration plan. All exploration plans prior to the commencement of mining operations within an approved mining permit area shall be submitted to the authorized officer.

Lessee shall carry on all operations in accordance with approved methods and practices as provided in the operating regulations, having due regard for the prevention of injury to life, health, or property, and prevention of waste, damage or degradation to any land, air, water, cultural, biological, visual, and other resources, including mineral deposits and formations of mineral deposits not leased hereunder, and to other land uses or users. Lessee shall take measures deemed necessary by lessor to accomplish the intent of this lease term. Such measures may include, but are not limited to, modification to proposed siting or design of facilities, timing of operations, and specification of interim and final reclamation procedures. Lessor reserves to itself the right to lease, sell, or otherwise dispose of the surface or other mineral deposits in the lands and the right to continue existing uses and to authorize future uses upon or in the leased lands, including issuing leases for mineral deposits not covered hereunder and approving easements or rights-of-way. Lessor shall condition such uses to prevent unnecessary or unreasonable interference with rights of lessee as may be consistent with concepts of multiple use and multiple mineral development.

Sec. 8. PROTECTION OF DIVERSE INTERESTS, AND EQUAL OPPORTUNITY - Lessee shall: pay when due all taxes legally assessed and levied under the laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; restrict the workday to not more than 8 hours in any one day for underground workers, except in emergencies; and take measures necessary to protect the health and safety of the public. No person under the age of 16 years shall be employed in any mine below the surface. To the extent that laws of the State in which the lands are situated are more restrictive than the provisions in this paragraph, then the State laws apply.

Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 15. SPECIAL STIPULATIONS - Special stipulations (a) Cultural Resources, (b) Wildlife, and (c) Endangered Species Act are attached to and made a part of coal lease COC 51551.

Sec. 9. (a) TRANSFERS

- ☒ This lease may be transferred in whole or in part to any person, association or corporation qualified to hold such lease interest.
- ☐ This lease may be transferred in whole or in part to another public body or to a person who will mine the coal on behalf of, and for the use of, the public body or to a person who for the limited purpose of creating a security interest in favor of a lender agrees to be obligated to mine the coal on behalf of the public body.
- ☐ This lease may only be transferred in whole or in part to another small business qualified under 13 CFR 121.

Transfers of record title, working or royalty interest must be approved in accordance with the regulations.

(b) RELINQUISHMENT - The lessee may relinquish in writing at any time all rights under this lease or any portion thereof as provided in the regulations. Upon lessor's acceptance of the relinquishment, lessee shall be relieved of all future obligations under the lease or the relinquished portion thereof, whichever is applicable.

Sec. 10. DELIVERY OF PREMISES, REMOVAL OF MACHINERY, EQUIPMENT, ETC. - At such time as all portions of this lease are returned to lessor, lessee shall deliver up to lessor the land leased, underground timbering, and such other supports and structures necessary for the preservation of the mine workings on the leased premises or deposits and place all workings in condition for suspension or abandonment. Within 180 days thereof, lessee shall remove from the premises all other structures, machinery, equipment, tools, and materials that it elects to or as required by the authorized officer. Any such structures, machinery, equipment, tools, and materials remaining on the leased lands beyond 180 days, or approved extension thereof, shall become the property of the lessor, but lessee shall either remove any or all such property or shall continue to be liable for the cost of removal and disposal in the amount actually incurred by the lessor. If the surface is owned by third parties, lessor shall waive the requirement for removal, provided the third parties do not object to such waiver. Lessee shall, prior to the termination of bond liability or at any other time when required and in accordance with all applicable laws and regulations, reclaim all lands the surface of which has been disturbed, dispose of all debris or solid waste, repair the offsite and onsite damage caused by lessee's activity or activities incidental thereto, and reclaim access roads or trails.

Sec. 11. PROCEEDINGS IN CASE OF DEFAULT - If lessee fails to comply with applicable laws, existing regulations, or the terms, conditions and stipulations of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation by the lessor only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 12. HEIRS AND SUCCESSORS-IN-INTEREST - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 13. INDEMNIFICATION - Lessee shall indemnify and hold harmless the United States from any and all claims arising out of the lessee's activities and operations under this lease.

Sec. 14. SPECIAL STATUTES - This lease is subject to the Federal Water Pollution Control Act (33 U.S.C. 1151-1175), the Clean Air Act (42 U.S.C. 1857 et. seq.), and to all other applicable laws pertaining to exploration activities, mining operations and reclamation, including the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201 et. seq.).

Coal Lease COC 51551
Special Stipulations

Sec. 15. SPECIAL STIPULATIONS. (a) Cultural Resources. (1) Prior to any mining activity in the area, the lessee shall complete a Class III cultural resources inventory in compliance with section 106 of the National Historic Preservation Act of 1966, as amended, on the following described lands:

T. 3 N., R. 101 W., 6th P.M.
sec. 25, SW $\frac{1}{4}$;
sec. 36, NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$.

(2) The proposed mitigation plan shall include a research design and studies of the effects of subsidence on cultural resources. A copy of the proposed mitigation plan shall be submitted to the Area Manager, White River Resource Area (WRRA), Office of Surface Mining Reclamation and Enforcement (OSMRE), Mined Land Reclamation Division (MLRD), State Historic Preservation Officer (SHPO), and the Advisory Council for Historic Preservation (ACHP) for review and comment.

(3) The lessee shall protect all known cultural resource properties within the lease area from lease-related activities until the cultural resource mitigation measures can be implemented as part of an approved exploration plan or an approved mining and reclamation plan.

(4) The cost of conducting the inventory, preparing reports, and carrying out mitigation measures shall be borne by the lessee.

(5) If cultural resources are discovered during operations under this lease, the lessee shall immediately bring them to the attention of the authorized officer of the Bureau of Land Management (BLM) or the OSMRE, as appropriate. The lessee shall not disturb such resources except as subsequently authorized. Within 2 working days of notification, the authorized officer will examine or have examined any cultural resources discovered and will determine if any action may be required to protect or preserve such discoveries. The cost of data recovery for cultural resources discovered during lease operations shall be borne by the lessee.

(b) Wildlife. (1) Habitat Recovery and Replacement Plan. Lessee shall mitigate pronghorn antelope, mule deer, elk, raptor and sage grouse habitat loss and the loss or displacement of these key indicator species from historic habitat as a result of coal mining operations. The lessee shall submit for approval by the authorized officer of the BLM a habitat recovery and replacement plan for protection or enhancement of the affected species populations. (500)

The habitat recovery and replacement plan shall be developed in consultation with the authorized officer, MLRD, OSMRE, and the Colorado Division of Wildlife (CDOW) based on estimates of lost and disturbed habitat as described in the Site-Specific Analysis for each tract and the Green River-Hams Fork Round II EIS. If the mine plan submitted by the lessee indicates figures different from the lost habitat estimates used in these documents (i.e., quality and quantity of habitat lost or disturbed), mitigation alternatives shall be recalculated based upon revised data contained in the mining plan.

Mitigation methods may require the lessee to employ techniques for wildlife range manipulation or intensive wildlife range management. Habitat recovery may not be completely feasible in the permit area; therefore, recovery or replacement may be accomplished on lands made available through the surface management agency, the state, or the lessee outside the permit area in combination with recovery and replacement methods on suitable lands within the permit area.

The final habitat recovery and replacement plan shall indicate the methods the lessee shall employ to ensure that the carrying capacity of the recovered or replaced lands has the capacity to support the indicator species. The habitat recovery and replacement plan shall include the following:

(A) A habitat analysis of the mine permit area that (i) identifies which of the key indicator species occupy the mine permit area and (ii) includes an analysis of the quality or carrying capacity of the habitat for each of the species identified.

(B) A detailed description of the methods selected by the lessee to mitigate habitat loss, together with comparative analysis of alternative methods that were considered but rejected by the lessee and the rationale for the decision to select the proposed methods. The methods utilized by the lessee for recovery and replacement may include, but are not limited to, the following techniques:

- (i) Increasing the quantity and quality of forage available to these species;
- (ii) Acquiring critical wildlife habitat(s);
- (iii) Implementing mechanical manipulation of low quality wildlife habitat to increase its carrying capacity for selected wildlife species; and
- (iv) Using selected fencing for recovery, replacement, or protection of important wildlife habitat.

(C) A timetable giving the periods required to accomplish the habitat recovery or replacement plan and showing its relationship to the overall mining plan.

(D) An evaluation of the final plan by the CDOW. The CDOW may comment on the methods selected and the techniques to be

employed by the lessee and may recommend alternate recovery or replacement methods. If CDOW recommends an alternate method, the lessee shall consider CDOW's recommendation, and if the lessee rejects the CDOW's alternative, the lessee will indicate its reasons as required by paragraph (B) above. If no CDOW comment is included in the plan, the lessee shall verify consultation with the CDOW and the plan may be considered without CDOW comment.

(2) Raptors. (A) No surface occupancy shall be allowed in the following areas immediately surrounding known traditional raptor nest sites:

T. 3 N., R. 101 W., 6th P.M.
sec. 36, SW $\frac{1}{4}$ NE $\frac{1}{4}$.

(B) (1) No construction or drilling activities shall be allowed within the following protective buffer zones for raptor nests from February 1 to August 15, or until chicks are fledged:

T. 3 N., R. 101 W., 6th P.M.
sec. 34, S $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 36, SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$,
SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$.

(2) This stipulation shall apply only when BLM determines that the subject nest site is attended and occupied by breeding raptors. BLM will make this determination no later than April 15 of each year.

(C) These special stipulations for protection of known critical raptor habitat may be modified only if alternative acceptable measures to protect the raptor resources are approved in the Habitat Recovery and Replacement Plan (HRRP).

(c) Endangered Species Act. This lease is subject to section 7 of the Endangered Species Act, and the lessor may require adjustments to the mine development plan, incorporation of special conservation measures into the mine plan, or limitations on the project in order to assure compliance with the Act.

THE UNITED STATES OF AMERICA

_____	By _____
r Lessee Name	
_____	_____
(Signature of Lessee)	(Signing Officer)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any